

04/02/92

Agenda Subcommittee

1. Establish "Consent Agenda." Include all items likely to be non-controversial. Any one member may remove an item from Consent Agenda.

2. Establish "First Reading/Initial Consideration Agenda." Provide staff presentation. Board then decides:

- a. Decide at that time.
- b. Defer pending --
  - 1) Committee review;
  - 2) Tour;
  - 3) Deliberation; or
  - 4) Public hearing.

3. In advance of any public hearing --

- a. Post signs in affected areas;
- b. Send written notice to interested/affected groups;
- c. Send news release to media.

4. At any public hearing --

- a. Repeat staff presentation;
- b. Limit speakers to three (3) minutes (five (5) minutes at Chair's discretion);
- c. Debate and decide that night;
- d. Permit alternative proposals from Board before public hearing; but hold Board questions and general debate until after public hearing.

5. Attempt to resolve all issues in no more than two meetings and no more than 60 days.

6. Hold two night meetings per month. Hold four meetings on ad hoc basis, perhaps on Saturday.

7. Move informational and internal items to end of meeting.

8. Written Communications: Distribute copies rather than read aloud in most cases (except in public hearings).

9. Encourage specific written proposals/motions on all issues. Require Secretary to reduce to writing any proposals not previously presented as a written motion.



M E M O R A N D U M

**TO:** Parks and Recreation Board Members

**FROM:** Michael J. Heitz, Acting Director  
Parks and Recreation Department

**DATE:** June 3, 1992

**SUBJECT:** Cancellation of Texas Botanical Garden Society  
Reservation

I received notification that the Texas Botanical Garden Society is abandoning their Reservation Agreement for a part of the Zilker Botanical Garden.

If you will recall, the Reservation Agreement, dated July 13, 1989, set aside a portion of the Zilker Botanical Gardens for use by the Botanical Garden Society for their future development plans. While the Texas Botanical Garden Society continues to pursue those development plans, they have apparently decided that reserving a particular part of the Zilker Gardens is not in their best interest.

Please let me know if you have any questions.

  
Michael J. Heitz, Acting Director  
Parks and Recreation Department

Attachment

MH:CK



# HARTLAND BANK, N.A.

May 13, 1992

~~Camille Barnett, City Manager  
City of Austin  
124 West 8th Street  
Austin, TX 78701~~

Dear Ms. Barnett,

This letter is to inform you that at the November 26th, 1991 meeting of the Board of Directors of the Texas Botanical Garden Society a resolution was passed to abandon the reservation agreement, dated July 13th, 1989, between the Society and the City of Austin.

Although the agreement is due to expire in July, 1993, it was seen to be in the best interest of the Society and the Austin Area Garden Council, of which the Society is a member, to formally terminate the agreement at this time. It is our desire that the portion of the Zilker Botanical Garden covered by the agreement be administered by the Parks and Recreation Department and the Austin Area Garden Council in the same manner as they presently administer that portion of the garden not covered by the agreement.

Very Truly Yours,  
HARTLAND BANK, N.A.

David A. Hartman, President  
Texas Botanical Garden Society

DAH/sjw

RRR #P 473 908 988

cc:

Raul Calderon, Asst. City Attorney  
City of Austin, Law Department  
P.O. Box 1088  
Austin, TX 78767

Vallerie Edelbrock  
City of Austin  
Parks & Recreation Dept  
P.O. Box 1088  
Austin, TX 78767

✓ Carolyn Kelley  
City of Austin  
Parks and Recreation Dept.  
P.O. Box 1088  
Austin, TX 78767

Mrs. Bette Millis  
2502 Barkwood Drive  
Austin, TX 78748

TEXAS BOTANICAL GARDEN SOCIETY  
RESERVATION AGREEMENT

This RESERVATION AGREEMENT dated as of the 13<sup>th</sup> day of July, 1989, by and between the CITY OF AUSTIN, a home rule city, municipal corporation and political subdivision of the State of Texas (the "City") and TEXAS BOTANICAL GARDEN SOCIETY, INC., a Texas non-profit corporation (the "Society").

W I T N E S S E T H:

The Society was organized and exists for the purposes of designing, creating, managing and supporting a world-class botanical garden in the City of Austin, providing educational and research facilities and opportunities regarding botanical science, enhancing the quality of life in the City of Austin, the Capital of the State of Texas, for its residents and visitors, identifying varieties of plants of economic benefit to the State of Texas and developing their potential, and developing permanent facilities and landscape designs for collection, display and conservation of rare and regional plant species. The City of Austin, pursuant to its parks and recreation policies and programs, desires for a botanical garden to be constructed in Zilker Park for the benefit of the public.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT for and in consideration of the premises and of the respective covenants, agreements and obligations made and

undertaken by them as herein set forth, the City and the Society do hereby covenant and agree as set forth herein.

I.

OBLIGATIONS AND COMMITMENTS BY THE CITY

1.1 The City agrees to reserve for the term of this Agreement the lands in Zilker Park set forth and described in Exhibit A attached hereto and made a part hereof (such location being herein called the "Selected Site"), subject to the provisions of paragraph 1.2 below, as a site for the construction of a botanical garden to be designed by the Society and approved by the City, the design and construction of which is to be funded by a public fund raising campaign to be conducted by the Society. As used herein, the term "Botanical Garden" shall refer to and mean the botanical garden proposed to be constructed on the Selected Site as contemplated by this Agreement.

1.2 This Agreement is not intended to modify the existing agreement between the City and the Austin Area Garden Center, Inc. (the "Center") dated April 18, 1986. This agreement shall not abridge any rights or responsibilities of the Austin Area Garden Council (the "Council") to design, create, manage and support the Center and the present developments and gardens adjacent to the Center and shown by the shaded portion of Exhibit A labeled "Area 1". This agreement shall not abridge any rights of the Council, of the

member clubs of the Council, or of the public to free access to all facilities developed by the City or the Center under the existing agreement.

## II.

### OBLIGATIONS AND COMMITMENTS BY THE SOCIETY

2.1 The Society will conduct a public campaign for the purpose of raising and obtaining pursuant thereto money and property which will be used for the planning, construction and operation of the Botanical Garden.

2.2 While this Agreement remains in effect, the City agrees that the Society shall manage and direct the design and planning of the Botanical Garden, which shall be consistent with the City's Comprehensive Plan and all other City permit and code requirements and shall be subject to approval by the City.

## III.

### TERM AND TERMINATION

3.1 This Agreement shall be in force and effect for a term of four (4) years commencing on the date the City Council of the City shall approve this Agreement, unless extended or sooner terminated as herein provided. If, two years from the effective date of this Agreement, the City Council finds, upon review of the Society's progress under this Agreement, that the Society has failed and is unlikely to perform its obligations under Article II, then the City may terminate this Agreement

effective upon written notice to the Society, given 90 days following the action taken by City Council.

3.2 Upon completion, the parties may mutually agree for the Society to operate the Botanical Gardens under such terms to which the parties may agree.

#### IV.

#### MISCELLANEOUS

4.1 Any notice, payment, report or other communication or delivery affecting or concerning the terms and provisions of this Agreement and required or permitted to be given by either party to the other may be effected either by a personal delivery to the address set forth below, or by certified mail, postage prepaid, return receipt requested, properly addressed to the appropriate address set forth below:

If to the City, to:

The City of Austin  
c/o City Manager  
124 East 8th Street  
Austin, Texas 78701

If to the Society, to:

President  
Texas Botanical Garden Society, Inc.  
P. O. Box 5642  
Austin, Texas 78763

Either party may change its address by written notice to the other in accordance with the terms of this section.

4.2 This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective successors and assigns.

4.3 In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

4.4 This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created by this Agreement are performable in Travis County, Texas.

4.5 This Agreement constitutes the entire agreement between the parties and supersedes all prior oral or written agreements.

4.6 This Agreement shall not be altered or amended except by an instrument in writing which has been signed by the parties.

4.7 This Agreement may be executed in multiple counterparts each an original, but all constituting one and the same instrument.

TEXAS BOTANICAL GARDEN SOCIETY, INC.

By: \_\_\_\_\_

Name: Richard Huffman

Title: President

THE CITY OF AUSTIN

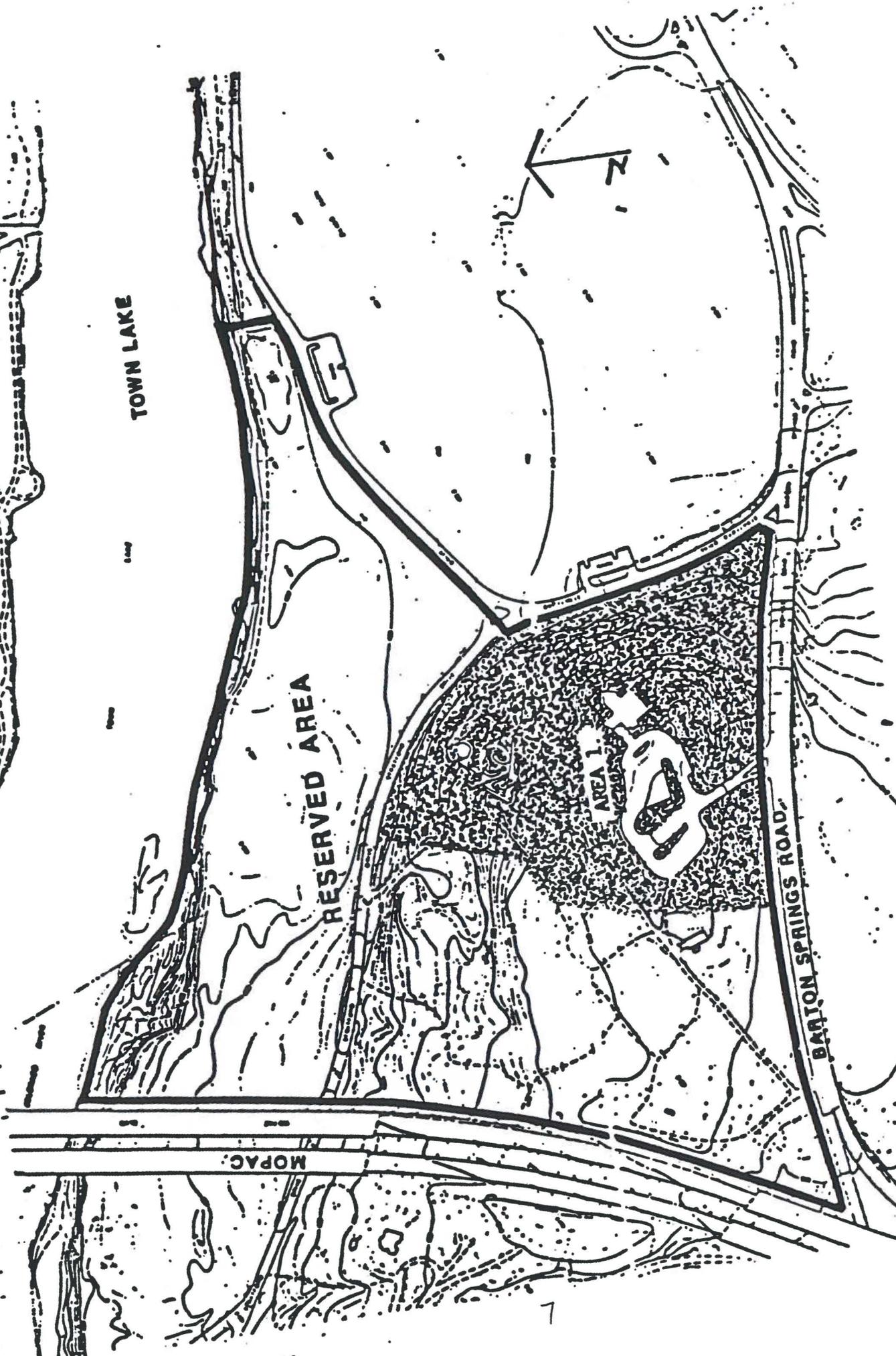
By: \_\_\_\_\_

Name: Joseph L. Lessard

Title: ASSISTANT CITY MANAGER

EXHIBIT

# Texas Botanical Garden



MOPAC

BARTON SPRINGS ROAD

RESERVED AREA

AREA 1

TOWN LAKE

N



M E M O R A N D U M

**TO:** Parks and Recreation Board

**FROM:** Michael J. Heitz, AIA, Acting Director  
Parks and Recreation Department

**DATE:** June 3, 1992

**SUBJECT:** Arts and Recreation Subcommittee Appointment

The Parks and Recreation Board is required, annually, by Ordinance 860417-J, to appoint three members to serve on the Arts and Recreation Subcommittee. The Subcommittee composed of seven members--three members of the Parks and Recreation Board, three members of the Arts Commission, and one at large member appointed by Council--serves as the appeals panel for cultural contractors appealing the Arts Commission's funding recommendations.

The Arts Commission is scheduled to make its funding recommendations June 10, 1992. Funding Guidelines require the filing of an appeal within ten days of the final recommendations. In practice, the Subcommittee has then met to review the filed appeals and conduct a hearing on granted appeals. Recommendations are then forwarded to the Commission and the City Council. Last year ten appeals were filed, two heard and one granted.

The Arts Commission has appointed Maxine Barkan, Edmond Burt and Sharon Watkins as their representatives to the subcommittee. The City Council appointed Ann DeBois at their May 28, 1992 meeting. The Parks Board members who served last year were Ermalinda Cruz-Torres, Albert Black and Terry Colgan. I am requesting that the Parks and Recreation Board elect three representatives no later than June 8, 1992.

  
Michael J. Heitz,  
Acting Director  
Parks and Recreation Department

JA:AD:ad



M E M O R A N D U M

**TO:** Parks and Recreation Board

**FROM:** Michael J. Heitz, AIA, Acting Director  
Parks and Recreation Department

**DATE:** June 3, 1992

**SUBJECT:** Additional Grant Funding

Since 1973, the Parks and Recreation Department has received annual funding from the Capital Area Planning Council for a Senior Luncheon Program. Hot nutritious noon meals are provided for persons 60 years of age and older at 23 sites in Austin and Travis County, along with nutrition education, health screenings, information and referral.

A second component of the funding provides door-to-door transportation services to approximately 120 older persons daily for non-emergency medical trips, social outings and shopping. Annual funding has been received for this program since 1974.

In February 1992, the Capital Area Planning Council notified all sub-contractors of additional funding available for the current project year. The Department submitted budget amendment requests and was recently notified that we were awarded \$17,545 in nutrition program funding and \$8,426 in transportation component funding.

The additional monies will be used for food costs, vehicle maintenance, dietary supplies, Special Transit Service costs to Capital Metro for transportation for the mobility impaired, and purchase of a computer.

I recommend approval of accepting the additional allocation.

Michael J. Heitz, AIA, Acting Director  
Parks and Recreation Department

MJH/KVW



MEMORANDUM

**TO:** Parks and Recreation Board

**FROM:** Michael J. Heitz, AIA, Acting Director  
Parks and Recreation Department

**DATE:** June 3, 1992

**SUBJECT:** Interlocal Agreement with Austin Independent School District

The Senior Luncheon Program of the Parks and Recreation Department provides nutrition services to persons 60 years of age and older at 23 sites in Austin and Travis County. In addition to a hot noon meal, the project offers health screenings, transportation, information and referral, nutrition education, social outings and shopping assistance. This program is funded by two grants from the Capital Area Planning Council.

Because of rising per meal costs with the current provider, staff investigated alternate options. The proposed Interlocal Agreement with the Austin Independent School District will provide participants hot nutritious meals and necessary food-service related supplies at a lower cost per unit. This reduced per unit cost will enable the grant to operate in a more cost-efficient manner.

The agreement will be effective in mid-June and is renewable on a yearly basis. I recommend approval of the interlocal agreement.

Michael J. Heitz, AIA, Acting Director  
Parks and Recreation Department

MJH/KVW



# Friends of the Parks

XC Stuart  
CDR - red  
HGP  
copy to PARB ✓  
original to file

13 May 1992

MAY 28 1992

To whom it may concern: *Meredith + Mike*

PARKS AND RECREATION  
CITY OF AUSTIN

The Friends of the Parks have adopted the following resolution with respect to the proposal to impose parking fees for the lot at Palmer Auditorium and to construct toll booths and gates on the site:

WHEREAS Palmer Auditorium and its parking lot reside on dedicated parkland, and

WHEREAS the Town Lake Comprehensive Plan and its binding ordinance specify that this land be used for Cultural Park purposes, and

WHEREAS convention center use is specifically not a Cultural Park use, and

WHEREAS the institutionalization of the use of this site for remote convention center parking will be a serious impediment to the conversion of the site to a Cultural Park, and

WHEREAS the parkland dedication and the development of the Comprehensive Plan arose out of concern that the Palmer tract was under consideration for convention center use which the citizens of Austin found wholly inappropriate, and

WHEREAS the proposed fee parking is being imposed largely to utilize the lot as a remote parking facility for the new convention center, and is thus a convention center use, and

WHEREAS the construction of toll gates and booths on the lot are not permitted facilities under the Town Lake Comprehensive Plan Ordinance, and

WHEREAS the free parking at Palmer Auditorium is frequently used for park events at Auditorium Shores and Zilker Park, as well as by informal park users to gain access to the Town Lake Hike and Bike Trail and other Town Lake amenities, and

WHEREAS the impact of fee parking on these park users is unprecedented, difficult to assess, but undoubtably negative, and

WHEREAS revenues generated from the use of public parkland should accrue to the Parks Department, but this is not being proposed, and

WHEREAS a previous proposal similar to the one being submitted was roundly rejected in the face of strong public opposition,

the Friends of the Parks strongly oppose the proposal being put forth by the Convention Center Department to use the Palmer lot for fee parking and to erect structures pursuant to that plan, and we ask that concerned boards and commissions and the City Council reject the proposal in its entirety.

Robert L. (Larry) Akers  
President - Friends of the Parks  
2108 Wright  
Austin, Texas 78704  
443-1036 (home), 322-9951 (office)

*P.S. Please see that the Parks Board gets this, too, thanks*